increase by § 10 of the Bill of Rights, which states: "That justice shall be administered openly and without purchase, completely and without delay, and every man shall have remedy by due course of law," etc. It argues that since the number of justices then holding office were unable to dispose of the cases presented for their decision, the section above quoted from the Bill of Rights authorized the action of the legislature. This would seem to be the rule if the court has correctly construed Art. 7, § 10, of the constitution. It will be noted that this section provides that the supreme court shall consist of "three" justices, while the second class shall consist of the "necessary" number of circuit judges. Stating the number of judges for one court, and designating them by the term, "necessary number" in the other, lends apparent weight to the maxim, *expressio unius est exclusio alterius.*" Under such a construction the act would undoubtedly have been held unconstitutional. "That the express mention of one thing implies the exclusion of another is as applicable to a constitution as to any other instrument." *Prouty* v. *Stover,* 11 Kan. 235; *Page* v. *Allen,* 58 Pa. St. 338; *McCafferty* v. *Guyer,* 59 Pa. St. 109. Though undoubtedly correct in principle, the application of the principle in this case has advanced the general rule on the subject.

CONSTITUTIONAL LAW—FULL FAITH AND CREDIT—CHANCERY POWER TO AFFECT FOREIGN PROPERTY.—Plaintiff brought suit in equity, in the courts of Nebraska, to quiet title to land which had been conveyed to plaintiff by a commissioner under a decree of a court of the state of Washington, in an action for divorce, in which the land was set apart to the plaintiff as her separate estate. *Held,* the deed to land situated in Nebraska, made under a decree of a court of another state in an action of divorce, was not required to be recognized under the faith and credit clause of the Constitution of the United States. *Fall* v. *Eastin* (1909), 30 Sup. Ct. 3.

A court of equity having jurisdiction in personam has power to require a defendant "to do or refrain from doing anything beyond the limits of its territorial jurisdiction which it might have required to be done or omitted within the limits of such territory." *French* v. *Hay, 22* Wall. 250, *22* L. Ed. 857. This case was modified by the courts defining the extent of the court of equity's powers. The court said, "A decree cannot operate beyond the state in which the jurisdiction is exercised. It is not within the power of one state to prescribe the mode by which real property shall be conveyed in another." *Watts* v. *Waddle,* 6 Pet. 389, 8 L. Ed. 437; to the same effect, *Watkins* v. *Holman,* 16 Pet. 25, 10 L. Ed. 873; *Corbett* v. *Nutt,* 10 Wall. 464, 19 L. Ed. 976; *Carpenter* v. *Strange,* 141 U. S. 87, 35 L. Ed. 640, 11 Sup. Ct. 960. "When necessary parties are before a court of equity it is immaterial that the res of the controversy, whether it be real or personal property, is beyond the territorial jurisdiction of the tribunal, for it has power to compel one to do all things necessary according to the *lex loci rei sitae,* which he could do voluntarily to give full effect to the decree against him." *Phelps* v. *McDonald,* 99 U. S. 298, 25 L. Ed. 473. This seems to be in conflict with the above doctrine, also the case of *Burnley* v. *Stevenson,* 24 Ohio St. 474, which held that because of the faith and credit clause "the courts of this state [Ohio] cannot

decree the performance of that [Kentucky] decree, by compelling the conveyance through its process of attachment, but when pleaded in our courts, as a cause of action, or as a ground of defense, it must be regarded as conclusive of all the rights and equities which have been adjudicated and settled therein, unless impeached by fraud." With the holding in the principal case, that the full faith and credit clause is not violated, Mr. Justice HOLMES concurs specially and on somewhat different grounds and Mr. Justice HARLAN and Mr. Justice BREWER dissent.

CONSTITUTIONAL LAW—POLICE POWER—LICENSE AND REGISTRATION OF AUTOMOBILES.—Plaintiff, a citizen of New York, while touring in an automobile in New Jersey, was convicted of violating a law of the state of New Jersey (P. L. 1908, p. 615, § 4) requiring the obtaining of a license and the registration of every motor vehicle in the state, and the filing by each non-resident owner of an automobile with the secretary of state of a duly executed instrument constituting the secretary of state his true and lawful attorney, upon whom all processes in all actions caused by the operation of his motor vehicle may be served, and providing that such service shall be treated as of the same effect and force as service upon such non-resident personally. *Held,* the statute is a legitimate exercise of the police power of the state and not a violation of the federal constitution, fourteenth amendment. *Cleary* v. *Johnston,* (1909), — N. J. —, 74 Atl. 538.

The power to require every resident and non-resident owner of an automobile to register the same and procure a driver's license is within the police power of the state. *Unwen* v. *State,* 73 N. J. L. 529, 64 Atl. 163, affirmed *State* v. *Unwin,* 75 N. J. L. 500, 68 Atl. 110. Regulations protecting the users of highways, by limiting speed, requiring licenses, lights, and signals have received judicial sanction. *Trenton Horse Railroad Co.* v. *Trenton,* 24 Vroom. 132; *Cape May R. R. Co.* v. *Cape May,* 30 Id. 393; *Cape May R. R. Co.* v. *Cape May,* 30 Id. 396. It is necessary to require operators and owners of automobiles who are non-residents to consent to service of process upon the secretary of state, as service upon them personally, and to agree to answer such service, in order to obtain jurisdiction of them personally and to compel them to answer for their acts; such a provision is neither unreasonable nor unconstitutional.

CONTRACTS—RESTRAINT OF TRADE—LIMITATION AS TO TIME.—One of the terms of the agreement entered into by the parties to this suit was that the defendant should refrain from the manufacture and sale of any white or porcelain door knobs until January 1, 1915, a period of more than five years. This term being disregarded by defendant, who proceeded to manufacture and offer for sale such articles, the complainant brought a bill for specific enforcement of the contract by injunction. *Held,* that where it is apparent that the rights of the public will not be prejudiced, a contract in restraint of trade, although unlimited in space, if reasonably limited in time as in this case, will be specifically enforced. *Artistic Porcelain Co.* v. *Boch* (1909), — N. J. Eq. —, 74 Atl. 680.

The decision announced in *Mitchell* v. *Reynolds,* 1 P. Wms. 181, to the